

Jersey Central Power & Light
EV Driven Customer Program Guide
2022-2026

Contents

- I. Program Background and Purpose 1
- II. Sub-Program Summaries & Eligibility Requirements..... 1
 - II.1 Residential Customer Sub-Program 1
 - II.2 Mixed-Use Commercial Sub-Program..... 3
 - II.3 DCFC Public Charging Sub-Program 5
 - II.4 Program Summary 6
- III. Regulatory Program Rules 7
- IV. Description of Application Process 8
- V. Data Collection and Reporting Requirements 9
- VI. Program Contact Information..... 9
- VII. Appendix A: Glossary of Terms 9
- VIII. Appendix B: Qualified Program Equipment..... 11
- IX. Appendix C: Application Terms & Conditions..... 21

I. Program Background and Purpose

In response to the New Jersey Board of Public Utilities' Electric Vehicle ("EV") Filing Order (BPU Docket No. QO20050357), issued in September 2020, Jersey Central Power & Light Company ("JCP&L" or the "Company") filed a Verified Petition in March 2021 proposing an EV incentive program (the "JCP&L EV Driven Program" or "Program"). Under the Program, the Company seeks to offer incentives and rate structures that will support and encourage the development of EV charging service equipment ("EVSE") throughout the Company's service territory, thereby accelerating the adoption of EVs and providing benefits for JCP&L's residential, commercial and industrial customers.

The purpose of this Customer Program Guide is to serve as a key point of reference for customers seeking to learn more about JCP&L's EV Driven Program. This guide summarizes the Stipulation of Settlement approved by the New Jersey Board of Public Utilities ("BPU") on June 8, 2022 (BPU Docket No. EO21030630) and provides more detail on the various incentives and rate credit programs available to JCP&L customers.

II. Sub-Program Summaries & Eligibility Requirements

JCP&L will provide a suite of programs intended to significantly expand clean electric transportation in New Jersey and help make the transition to EVs more convenient and affordable. These programs will help develop new EV charging infrastructure in the region and support access to EV charging with new incentives and rate credits, which will help cover the costs of installing EVSE at homes and businesses and reduce the cost of charging EVs. In all cases, to ensure that the service upgrade results in the installation and activation of an eligible charger, applicants must pay in advance for the cost of any required Utility Make-Ready Work. Throughout this Customer Program Guide, the terms "customer," "applicant," or "participant" are used interchangeably. Third parties are not authorized to apply for or receive Program incentives. The JCP&L EV Driven Program has been divided into three sub-programs ("Sub-Programs") as described in the following sections.

II.1 Residential Customer Sub-Program

The Residential Customer Sub-Program consists of utility and customer Make-Ready incentives, as well as an on-bill rate credit for the customer's net off-peak charging and a BGS TOU rate credit.

Utility and Customer Make-Ready Incentives

For eligible participants, the Utility Make-Ready incentive will be based on the actual cost of the Utility Make-Ready Work for each installation, up to \$5,500 per qualifying installation site. For purposes of the Residential Customer Sub-Program, an "installation site" is the legal address of the property that is receiving electrical service from JCP&L and as set forth in the Residential Customer Sub-Program application, where the qualifying EVSE is to be installed and all legal properties contiguous with such property that are owned and/or operated by the entity receiving the incentive. All applicants must pay the cost of the Utility Make-Ready Work in advance to ensure that the service upgrade is for the purpose of supporting EV charging and that the customer follows through with charger installation. The incentive will be paid by JCP&L within forty-five (45) calendar days of receipt and validation of all required information, confirmation of charger installation and fulfillment of all customer eligibility requirements.

For customers who install a qualified Level 2 (“L2”) charger as listed in Appendix B, the customer Make-Ready incentive will cover 100% of the cost of the Customer Make-Ready Work, up to \$1,500.

Residential Off-Peak Rate Credit Program

A 2 cent per kilowatt-hour net off-peak charging credit will also be offered to participants in the Residential Customer Sub-Program, as well as to residential customers with existing qualified EV chargers who are served on Service Classifications RS, RT, RGT, or GS. The credit will be paid in the form of an on-bill credit that is applied to the net off-peak kilowatt-hours for EV charging (defined as the off-peak kilowatt-hours used less the on-peak kilowatt-hours used for EV charging). JCP&L’s “on-peak” and “off-peak” hours are set forth in the Company’s BPU-approved Tariff. JCP&L is required to provide the on-bill credits on a quarterly basis and may consider providing these credits on a monthly basis. Credits will terminate when the Sub-Program budget has been exhausted or on the Program termination date of July 15, 2026 – whichever occurs first.

Residential BGS EV TOU Rate Credit Program

Separately, a BGS EV TOU rate credit is available to new and existing customers being served on Service Classifications RS, RST, and RGT who install a Program-qualified smart EV L2 charger. This provision within Rider BGS-RSCP is voluntary and offers qualified full-service customers the opportunity to receive a 2 cent per kilowatt-hour net off-peak credit on their BGS-RSCP bill by charging their EV with a Program-qualified smart EV L2 charger during off-peak hours. Customers are required to receive their generation supply through Basic Generation Service to be eligible. Customers can be enrolled in both the BGS TOU and residential off-peak rate credit programs simultaneously. Credits will terminate when the Company modifies the BGS EV Off-Peak Credit program or on the Program termination date of July 15, 2026 – whichever occurs first.

Residential Make-Ready Eligibility Requirements

The following eligibility requirements apply to the residential Make-Ready component of the Residential Customer Sub-Program:

- The customer agrees to share EVSE charging data with JCP&L and its agents for the four-year duration of the Program, any extensions of the Program authorized by the BPU, and for the duration of any substantially similar programs approved by the BPU.
- Installation must occur at an address within JCP&L service territory.
- All charger installations and Make-Ready costs must be incurred after the approval of the Program by the BPU.
- Incentive payment is subject to submission and validation of final documentation, including complete application and proof of paid invoices for Utility or Customer Make-Ready Work and a new EVSE.
- Incentive payments may only be disbursed to the individual whose name appears on the JCP&L service account at the address at which the EVSE is installed.
- The customer is responsible for confirming that the installed EVSE meets all applicable building codes, zoning laws, local, state, and federal requirements and other relevant requirements, including, but not limited to, the requirements in JCP&L’s BPU-approved Tariff. Customer is responsible for obtaining any applicable permits.

- EVSE purchased and installed after January 18, 2023 must meet the product specifications of the “Energy Star Program Requirements Product Specification for Electric Vehicle Supply Equipment” in accordance with N.J.S.A. 52:27D-141.21.
- Customer must certify to JCP&L that they have the right to install the EVSE on the property where the EVSE for which the incentive is being sought will be located or has otherwise obtained consent from the property owner or landlord to install the EVSE.

II.2 Mixed-Use Commercial Sub-Program

The Mixed-Use Commercial Sub-Program is comprised of three components: Public/Community-Based, Workplace, and Multifamily. All Multifamily sites will require installation of a dedicated JCP&L-metered service for EV charging. Participation in the Public/Community-Based and Workplace components do not require installation of a separate JCP&L-metered service.

Utility Make-Ready Work

Utility Make-Ready Work for each location will be site-specific. For eligible participants, the utility Make-Ready incentive will be based on the actual cost of the Utility Make-Ready Work for each installation, up to \$11,100 per qualifying installation site. All applicants must pay the cost of the Utility Make-Ready Work in advance to ensure that the service upgrade is for the purpose of supporting EV charging and that the customer follows through with the charger installation. The incentive will be paid by JCP&L within forty-five (45) calendar days of receipt and validation of all required information, confirmation of charger installation and fulfillment of all customer eligibility requirements.

Customer Make-Ready Work

For the Public/Community-Based component, JCP&L will provide an incentive equal to the cost of Customer Make-Ready Work up to \$6,700 per port for the installation of qualified L2 chargers. A minimum of two (2) charging ports per installation site are required. The Company will not provide an incentive for more than ten (10) charging ports per installation site. For purposes of the Public/Community-based component, an “installation site” is the legal address of the property that is receiving electrical service from JCP&L and as set forth set forth in the Mixed-Use Commercial Sub-Program application, where the incentivized chargers are installed and all legal properties contiguous with such property that are owned and/or operated by the entity receiving the incentive.

For the Workplace component, JCP&L will provide an incentive equal to the cost of Customer Make-Ready Work up to \$5,000 per port for the installation of qualified L2 chargers that are publicly accessible at a workplace. A minimum of two (2) charging ports per installation site are required. The Company will not provide an incentive for more than ten (10) charging ports per installation site. For purposes of the Workplace component, an “installation site” is the legal address of the property that is receiving electrical service from JCP&L and as set forth in the Mixed-Use Commercial Sub-Program application, where the incentivized chargers are installed and all legal properties contiguous with such property that are owned and/or operated by the entity receiving the incentive.

Multifamily sites may or may not be located within an Overburdened Community (“OBC”) as defined under N.J.S.A. 13:1D-157.¹ Multifamily sites not located within an OBC are eligible for an incentive equal to the cost of customer make-ready work up to \$6,700 per port for the installation of qualified L2 chargers for use at a multifamily dwelling. A minimum of two (2) charging ports per installation site are required. The Company will not provide an incentive for more than ten (10) charging ports per installation site. An eligible non-OBC Multifamily complex must have five (5) or more units on an installation site to qualify (this requirement does not apply to an OBC Multifamily site).

For Multifamily sites in an OBC, JCP&L will provide an incentive equal to the cost of Customer Make-Ready Work up to \$8,375 per port for the installation of qualified L2 chargers for use at a multifamily dwelling in an OBC. A minimum of two (2) charging ports per installation site are required. The Company will not provide an incentive for more than ten (10) charging ports per installation site.

For purposes of the Multifamily component, regardless of whether the Multifamily installation site is located within an OBC, an “installation site” is the legal address of the property that is receiving electrical service from JCP&L and as set forth in the Mixed-Use Commercial Sub-Program application, where the incentivized chargers are installed and all legal properties contiguous with such property that are owned and/or operated by the entity receiving the incentive.

Rate Credit Program

A rate credit program will be offered specifically to Multifamily customers in this Sub-Program under which the Participant will be billed for EV charging at a rate equivalent to the residential tariff rate instead of the commercial tariff rate that would otherwise apply (*i.e.*, residential rate parity). A 2 cent per kilowatt-hour off-peak charging credit will also be offered to participants in the Multifamily Sub-Program who are served on Service Classifications RS, RT, RGT, or GS. The credit will be in the form of an off-bill credit that is applied to the net off-peak kilowatt-hours for EV charging (defined as the off-peak kilowatt-hours less the on-peak kilowatt-hours used for EV charging). JCP&L’s “on-peak” and “off-peak” hours are set forth in the Company’s BPU-approved Tariff. JCP&L will provide the off-bill credits on a quarterly basis and may provide the credit on a monthly basis. Credits will terminate when the Sub-Program budget has been exhausted or the Program has terminated – whichever occurs first.

Mixed-Use Commercial Eligibility Requirements

- Make-ready incentives will be provided for installation of qualified chargers only.
- No one participant in a site ownership capacity will account for more than 50% of total Program budget for all of the entity’s locations in both the Mixed-Use Commercial Sub-Program and DCFC Public Charging Sub-Program.
- The customer agrees to share EVSE charging data with JCP&L and its agents for the four-year duration of the Program, any extensions of the Program authorized by the BPU and for the duration of any substantially similar programs approved by the BPU.
- Installation must occur at an address within JCP&L’s service territory.
- All charger installations and Make-Ready costs must be incurred after the approval of the Program by the BPU.

¹ A map of NJ Overburdened Communities can also be found at the NJ Department of Environmental Protection website at <https://nj.gov/dep/ej/communities.html?msclkid=342af9c8beb511ecae76455ace015de7>

- Incentive payment is subject to submission and validation of final documentation, including complete application and proof of paid invoices for Utility or Customer Make-Ready Work and new EVSE.
- Incentive payments may only be disbursed to the individual whose name appears on the JCP&L service account at the address at which the EVSE is installed.
- The customer is responsible for confirming that the installed EVSE meets all applicable building codes, zoning laws, local, state and federal requirements and other relevant requirements, including, but not limited to, the requirements in JCP&L's BPU-approved Tariff. Customer is also responsible for obtaining any applicable permits.
- EVSE purchased and installed after January 18, 2023 must meet the product specifications of the "Energy Star Program Requirements Product Specification for Electric Vehicle Supply Equipment" in accordance with N.J.S.A. 52:27D-141.21.
- Customer must certify to JCP&L that they have the right to install the EVSE on the property where the EVSE for which the incentive is being sought will be located or has otherwise obtained consent from the property owner or landlord to install the EVSE.

II.3 DCFC Public Charging Sub-Program

The DCFC Public Charging Sub-Program consists of a customer Make-Ready incentive, Utility Make-Ready Work and a demand charge discount. Participation in the DCFC Public Charging Sub-Program will require installation of a dedicated JCP&L-metered service for EV charging. For eligible participants, the utility Make-Ready incentive will be based on the actual cost of the Utility Make-Ready Work for each installation, up to \$50,500 per qualifying installation site. For purposes of the DCFC Public Charging Sub-Program, an "installation site" is the legal address of the property that is receiving electrical service from JCP&L and as set forth in the DCFC Public Charging Sub-Program application, where the qualifying EVSE is to be installed and all legal properties contiguous with such property that are owned and/or operated by the entity receiving the incentive. All applicants must pay the cost of the Utility Make-Ready Work in advance to ensure that the service upgrade is for the purpose of supporting EV charging and that the customer follows through with the charger installation.

The customer Make-Ready incentive will cover the cost of Customer Make-Ready Work up to \$25,000 per port for the installation of qualified DCFC chargers for public use. A minimum of two (2) charging ports per installation site are required. The Company will not provide an incentive for more than ten (10) charging ports per installation site. For purposes of the DCFC Public Charging Sub-Program, an "installation site" is the legal address of the property that is receiving electrical service from JCP&L and as set forth in the DCFC Public Charging Sub-Program application, where the incentivized chargers are installed and all legal properties contiguous with such property that are owned and/or operated by the entity receiving the incentive.

A demand charge discount will also be offered to participants in this Sub-Program. A discount of 50% will be provided in the first and second program years, and a 25% discount will be provided in the third and fourth program years. The discount will be provided for the demand charge portion of the bill related solely to the DCFC EV charging ports and will be supplied as an off-bill payment. Credits will terminate

when the Sub-Program budget has been exhausted or the Program has terminated – whichever occurs first.

BGS-CIEP Rate

A Commercial Industrial Energy Pricing (CIEP) rate is open to customers in Service Classifications GP and GT and certain customers under Service Classifications GS and GST. This rate is available from June 1, 2024 to May 31, 2026. Customers must opt into the rate for a 12-month period from June 1 to May 31 of the following year. Please see JCP&L Rider BGS-CIEP for complete details.

DCFC Public Charging Eligibility Requirements

- Installed chargers must be publicly accessible.
- Make-Ready incentives will be provided for installation of qualified chargers only.
- No one participant in a site ownership capacity will account for more than 50% of total Program budget for all of the entity’s locations in both the Mixed-Use Commercial Sub-Program and DCFC Public Charging Sub-Program.
- The customer agrees to share EVSE charging data with JCP&L and its agents for the four-year duration of the Program, any extensions of the Program authorized by the BPU and for the duration of any substantially similar programs approved by the BPU.
- Installation must occur at an address within JCP&L service territory.
- All charger installations and Make-Ready costs must be incurred after the approval of the Program by the BPU.
- Incentive payment is subject to submission and validation of final documentation, including complete application and proof of paid invoices for Utility or Customer Make-Ready Work and new EVSE.
- Incentive payments may only be disbursed to the individual whose name appears on the JCP&L service account at the address at which the EVSE is installed.
- The customer is responsible for confirming that the installed EVSE meets all applicable building codes, zoning laws, local, state and federal requirements and other relevant requirements, including, but not limited to, the requirements in JCP&L’s BPU-approved Tariff. Customer is responsible for obtaining any applicable permits.
- EVSE purchased and installed after January 18, 2023 must meet the product specifications of the “Energy Star Program Requirements Product Specification for Electric Vehicle Supply Equipment” in accordance with N.J.S.A. 52:27D-141.21.
- Customer must certify to JCP&L that they have the right to install the EVSE on the property where the EVSE for which the incentive is being sought will be located or has otherwise obtained consent from the property owner or landlord to install the EVSE.

II.4 Program Summary

The following table provides a summary of each Sub-Program’s incentives for the entirety of the JCP&L EV Driven Program duration:

Sub-Program	Ports	Utility Make-Ready Incentive	Customer Make-Ready Incentive
Residential Charging	2,000	Up to \$5,500 per site	Up to \$1,500 per port
Multifamily	150	Up to \$11,100 per site	Up to \$6,700 per port in non-OBCs and up to \$8,375 per port in OBCs
Workplace	100	Up to \$11,100 per site	Up to \$5,000 per port
Public Level 2	500	Up to \$11,100 per site	Up to \$6,700 per port
Public DCFC	248	Up to \$50,500 per installation site (124 sites)	Up to \$25,000 per port

III. Regulatory Program Rules

In addition to the specific Sub-Program rules, the following list of regulatory requirements apply to the overall program:

1. Infrastructure incentive programs are expected to last through December 31, 2026, or until Program and/or Sub-Program funds are fully exhausted, whichever occurs first. Rate credit programs are expected to be available through July 15, 2026, or until funds are fully exhausted.
2. Only costs incurred and equipment installed after July 15, 2022 are eligible for infrastructure incentives.
3. Incentives are available to customers on a first-come, first-qualify basis.
4. Customers may only receive one incentive per meter at the installation site, up to the maximum dollar amount listed for the sub-program in question.
5. Make-ready and installation work must be completed by a licensed contractor.
6. Participants' service accounts must be in good standing with JCP&L (*i.e.*, no outstanding arrearage balances) in order to be eligible for the Program.
7. Customers must comply with all pertinent Terms & Conditions (see Appendix C) and demonstrate that Make-Ready work has been completed and the EVSE is operational before incentives are paid.
8. All participants must agree to share session-level charging data with JCP&L, in a form and manner acceptable to the Company, on at least a quarterly basis.
9. JCP&L will verify the costs of Make-Ready work to ensure that incentive amounts do not exceed total installation amounts and that the cost of the charger itself is excluded.
10. Program participants must disclose if they are seeking additional public funding for EV charger installation. In no case shall the combination of incentives from the JCP&L EV Driven Program and rebates or other direct incentives from other sources, including any Federal funding or

other State, Government entity, or New Jersey Clean Energy Program incentive funding, fund more than 90% of the total project cost at the time of installation.

11. Any applications left incomplete for more than one calendar year will be voided and funds set aside for the incentive will be re-released back into the Program.
12. Customers must apply for the incentive rebate within thirty (30) calendar days of charger activation.
13. JCP&L may reallocate Sub-Program budgets between Sub-Programs, as outlined in the Stipulation of Settlement and with appropriate regulatory approvals.

IV. Description of Application Process

The JCP&L online application portal allows customers to apply online and provides access for the customer to check application status. The online application can be found at the following link:

<https://enrollmentportal.honeywell.com?util=JCP1>

Customer Critical Application Statuses

There are five application statuses that require the input of the applicant to move their project application forward. These statuses are described below to help illustrate the responsibilities of the Customer. Questions should be directed to the Program Implementation team at NJEVDriven@firstenergycorp.com.

Initial Submission: The initial submission of an application will require customers to complete an application form and gather a number of supporting documents. These documents will give the Program Team supporting evidence for the incentive amount. A thorough and complete application at the start of the application process will help expedite application review and processing.

Supporting documents required for a complete application include the following items:

1. Completed W2 form (a blank form is provided in the application portal)
2. Contractor invoice indicating that installation has been paid in full
3. Photo of charger model and serial number

Application Flawed: If there are any missing documents or clarification needed on an application, the application will be moved to an “Application Flawed” status and an email communication will be sent to the applicant’s email address on file. Clear instructions on what additional documentation is required will be communicated.

Application Complete: Once an application is complete, the application will be placed in “Awaiting Final Documentation” status while the customer completes Customer Make-Ready Work on their site. Once Customer Make-Ready Work is complete, the customer will submit any outstanding required documents and notify the Program Team that Customer Make-Ready Work is complete. The application will move to “Awaiting Charger Communication” status.

Awaiting Charger Communication: Once an application is in the “Awaiting Charger Communication” status, the participant must ensure their charger is properly networked and communicating with their chosen network provider. The Program Team will need to know the charging network the participant’s charger will be using and the unique serial number(s) for the charger(s) receiving incentives.

Application Validation: Once all documentation is submitted, the Program Team will validate all information and receipt of EVSE session data. The Program Team will establish the incentive amount to be paid.

V. Data Collection and Reporting Requirements

In order to have the necessary information for running the Program, JCP&L must collect EV charging data from Program participants. To be eligible for EV incentives, participants must agree to share session-level charging data with JCP&L in a form and manner acceptable to the Company. Data should be submitted at least quarterly and must include number of charging events, time and date, number of unique vehicles connected, total kilowatt-hours dispensed, average kilowatt-hours per charging event and average duration of charging events. JCP&L acknowledges that a customer's EV charging data may constitute confidential or proprietary data in accordance with New Jersey laws and regulations and agrees to treat any such data in accordance with applicable laws and regulations.

VI. Program Contact Information

All customer questions related to the JCP&L EV Driven Program should be directed to NJEVDriven@firstenergycorp.com, 888-352-0908, or 732-576-3643.

VII. Appendix A: Glossary of Terms

BPU or Commission – New Jersey Board of Public Utilities.

Charging Station - An installation of EVSE device(s) designed to charge electric vehicles at Level 2 or DC fast charge (DCFC).

Company - Refers to Jersey Central Power & Light Company.

Customer Make-Ready Work – Activities and facilities from the meter to the charger stub and includes the pre-wiring of electrical infrastructure at a parking space, or set of parking spaces, to facilitate easy and cost-efficient future installation of EVSE, including but not limited to L2 EVSE and DCFCs. Making a site charger-ready includes expenses related to service panels, junction boxes, conduit, wiring, etc., and any other work necessary to make a particular location able to accommodate EVSE on a “plug and play” basis.

Direct Current Fast Charge (DCFC) - The type of EV charging that transfers energy to the vehicle using direct current rather than alternating current. The DCFC equipment employs a permanently wired, power electronic device that converts three-phase, alternating current power to direct current power and is typically rated at 150VDC to 920VDC of output. DCFC levels of 25 kW through 350 kW are typical for this equipment.

EDC – Electric Distribution Company

Electric Vehicle (EV) - On-road, automotive-type vehicles such as passenger automobiles, trucks, buses, vans, neighborhood vehicles, and motorcycles that operate on battery-stored power and are designed to be charged from a fixed electrical system. For purposes of this RFP, the term EV includes PHEV (plug-in hybrid EV), EREV (extended range EV) and fully electric vehicles.

EV Driven Program – The JCP&L EV Incentive Program that is the subject of this Program Manual.

EVSE - Electric Vehicle Supply Equipment. The physical apparatus, charger, cable, connector, fittings, devices and management software necessary to safely deliver electricity from the fixed electrical system to charge the batteries of an electric vehicle. In this document, the word “charger” is synonymous with EVSE.

FirstEnergy - FirstEnergy Corp., the holding company of Jersey Central Power & Light Company.

Installation Site - The legal address of the property that is receiving electrical service from JCP&L and as set forth in the applicable Sub-Program application, where the qualifying EVSE is to be installed and all legal properties contiguous with such property that are owned and/or operated by the entity receiving the incentive.

Level 2 Charging - On-site circuit/outlet delivering single-phase, 208-240V of alternating current at 20, 30, 40, 60, 80 or 100 amps. The power levels range from 3.3kW to 19.2kW.

Make-Ready – Refers to all electrical infrastructure, conduit and wire, concrete work, etc. that is needed to prepare a site prior to installation of the actual charger, where utility make-ready costs are incurred on the utility side of the electrical meter and customer make-ready costs are incurred on the customer side of the electrical meter.

Multifamily Dwelling – A classification of housing where multiple separate housing units are contained within one building or several buildings within one complex. A common form is an apartment building. For the purposes of this program, except for as provided for with respect to Overburdened Communities, a multifamily dwelling is a complex with 5 or more units.

Overburdened Community – A Community meeting the definition provided in N.J.S.A. 13:1D-157.

Personally Identifiable Information (PII) – Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.

Port – The part of the charging station that connects to the EV. A charging station may have one or more simultaneously operable Ports with the combined capacity up to the nameplate capacity of the charging station.

Publicly Accessible Charging – A charger located on public land, a community location or a travel corridor. Such chargers are owned and operated by a site owner, property manager or management company, EVSE Infrastructure Company or, in limited cases, an EDC that is accessible to the public 24 hours a day, seven days a week. However, generic parking restrictions or requirements, such as in a commercial garage, or emergency restrictions, including construction, street cleaning, etc., are not applicable. Such chargers may charge the EV owner a fee for charging; such fees will be clearly displayed to the user.

Site Owner and Operator – Site host, property manager, an EVSE Infrastructure Company or an EDC with BPU approval that is responsible for installing EVSE.

Smart Charging Station – Defined as a charging station that can send and receive communications via wi-fi, cellular network or other network connection.

Smart Charging Network – A communications system that transmits, collects and aggregates data from charging stations via a network connection, which enables customer-facing functionalities.

Tariff – JCP&L’s Tariff for Service, BPU No. 13, that has been approved by the BPU and which may be amended from time to time, as approved by the BPU. JCP&L’s Tariff for Service may be found at http://www.firstenergycorp.com/customer_choice/new_jersey/new_jersey_tariff.html.

Travel Corridor – Heavily used public roads in the state, as designated by the New Jersey Department of Environmental Protection, which shall include, but need not be limited to, the Garden State Parkway, the New Jersey Turnpike, the Atlantic City Expressway, federal interstate highways and the subset of federal or state roads which collectively support the majority of long-distance travel through and within the state, as well as the majority of daily travel by local drivers.

Utility Rate-Standard or Domestic Rate - Standard/domestic rates are the utility company’s standard tariff.

Utility Make-Ready Work – Activities and facilities needed to upgrade an electric service or JCP&L distribution facilities on the Company’s side of the meter to accommodate EV service equipment, such as service upgrades from the pole to meter or distribution system upgrades.

Workplace – Defined as place of business where primarily employees would utilize charging services provided to charge non-fleet vehicles; this definition includes but is not limited to commercial office parks and office buildings, schools, industrial facilities, etc.

VIII. Appendix B: Qualified Program Equipment

The table below lists the chargers that are eligible for use in the EV Driven Program. **Chargers must be operated by the charging network indicated in the table.**

Level 2

Charger Network	Manufacturer	Charger Type
AmpUp	breezEV	P48 (EVC-L2-48A-L1-1-4G-D-AU-P-1, EVC-L2-48A-L1-1-4G-D-AU-P-2, EVC-L2-48A-L1-1-4G-D-AU-P-3, EVC-L2-48A-L1-1-4G-D-AU-P-4, and EVC-L2-48A-L1-1-4G-D-AU-P-5)
AmpUp	breezEV	P80 (EVC-L2-P80-18-AP1, EVC-L2-P80-18-AP2, EVC-L2-P80-18-AP3, EVC-L2-P80-18-AP4, and EVC-L2-P80-18-AP5)
Atom Power	Atom Power	Atom Power 80A
Atom Power	Atom Power	Atom Power 48A

Blink	Blink	HQ 200
Blink	Blink	BLINK IQ 200 – Smart Charging Station
Blink	Blink	BLINK IQ 200 – Advanced Charging Station
Blink	Blink	Blink MQ 200 Fleet and Multi-Unit Charger
Blink	Blink	Sema Series 6
Blink	Blink	Sema Series 7
Blink	Blink	Sema Series 7+
Blink	Blink	Sema Series 8
Blink	Blink	Sema Series 8+
ChargePoint	ChargePoint	CPH50-NEMA6-50-L23 and CPH50-NEMA14-50-L23 Single Family Residential Chargers
ChargePoint	ChargePoint	CPH50 Hardwire
ChargePoint	ChargePoint	CT4000
ChargePoint	ChargePoint	CT4011 Single Pedestal up to 7.2 kW
ChargePoint	ChargePoint	CT4013 Single Port Wall Unit
ChargePoint	ChargePoint	CT4021 Dual Port Pedestal up to 7.2 kW
ChargePoint	ChargePoint	CT4023 Dual Port Wall Unit
ChargePoint	ChargePoint	CT4025 Dual Port Pedestal 23ft Cord 7.2 kW
ChargePoint	ChargePoint	CT4027 Dual Port Wall Unit 23ft Cord
ChargePoint	ChargePoint	CPF50 up to 12 kW for Fleet and Multifamily
Cyber Switching	Cyber Switching	CSE-1
EV Connect	BTCPower	30A Pedestal L2P-30-240-15
EV Connect	BTCPower	30A Wall L2W-30-240-15
EV Connect	BTCPower	30A Pedestal L2P-30-240-16
EV Connect	BTCPower	30A Wall L2W-30-240-16
EV Connect	BTCPower	40A Pedestal L2P-40-240-15
EV Connect	BTCPower	40A Wall L2W-40-240-15
EV Connect	BTCPower	40A Pedestal L2P-40-240-16
EV Connect	BTCPower	40A Wall L2W-40-240-16
EV Connect	BTCPower	70A Pedestal L2P-70-240-16
EV Connect	BTCPower	70A Wall L2W-70-240-16
EV Connect	EvoCharge	EvoCharge L2 Wall 7.7 kW
EV Connect	EvoCharge	EvoCharge L2 Pedestal 7.7 kW

EV Connect	JuiceBar	JB3.0-1-321; JB3.0-2-322
EV Connect	JuiceBar	JB3.0-1-401; JB3.0-2-402
EV Connect	JuiceBar	JB3.0-1-481; JB3.0-2-482
EV Connect	JuiceBar	JB3.0-1-801
EV Connect	PowerCharge	E20XXP L2 Single Port
EV Connect	PowerCharge	E20XXP L2 Dual Port Pedestal (2 Single Ports)
EV Connect	Zerova	AX48
EV Connect	Zerova	AX80
EV Gateway	ABB	Terra AC Wallbox 9-19 kW
EV Gateway	Autel	MaxiCharger Elite and Ultra models
EV Gateway	BTCPower	30A Pedestal L2P-30-240-15
EV Gateway	BTCPower	30A Wall L2W-30-240-15
EV Gateway	BTCPower	30A Pedestal L2P-30-240-16
EV Gateway	BTCPower	30A Wall L2W-30-240-16
EV Gateway	BTCPower	40A Pedestal L2P-40-240-15
EV Gateway	BTCPower	40A Wall L2W-40-240-15
EV Gateway	BTCPower	40A Pedestal L2P-40-240-16
EV Gateway	BTCPower	40A Wall L2W-40-240-16
EV Gateway	BTCPower	70A Pedestal L2P-70-240-16
EV Gateway	BTCPower	70A Wall L2W-70-240-16
EV Gateway	Control Module/EVSE LLC	All AC models
EV Gateway	Delta Electronics	AC Wallbox
EV Gateway	EN+	AC business chargers
EV Gateway	EO Charging	Mini Pro 3
EV Gateway	EVBox	Iqon
EV Gateway	EvoCharge	iEVSE
EV Gateway	FLO	CoRe+
EV Gateway	Joint	48A
EV Gateway	Keba AG	AC chargers
EV Gateway	Power Electronics	NB AC models
EV Gateway	Siemens	VersiCharge
EV Gateway	Tellus Power	All AC models 30/48/80A

EV Gateway	Wallbox	Pulsar Plus
EV Gateway	Webasto	AC charger
EV Gateway	Wattzilla	AC models
EV Gateway	Zerova	AX48
EV Gateway	Zerova	AX80
EV Passport	EV Passport	Rosa
EVoKe	ABB	Terra AC Wallbox 9-19 kW
EVoKe	EVBox	Iqon
EVoKe	EvoCharge	EVSE
EVoKe	EvoCharge	iEVSE
EVoKe	EvoCharge	iEVSE Plus
EVoKe	FLO	CoRe+
EVoKe	PowerCharge	Energy Series
EVoKe	Wallbox	Pulsar Plus
Juicenet	Enel X	JuiceBox 32 Plug In
Juicenet	Enel X	JuiceBox 32 Hardwire
Juicenet	Enel X	JuiceBox Pro 32
Juicenet	Enel X	JuicePedestal 32
Juicenet	Enel X	JuiceBox 40 14-50 Plug In
Juicenet	Enel X	JuiceBox 40 Hardwire
Juicenet	Enel X	JuiceBox 40 6-50 Plug In
Juicenet	Enel X	JuiceBox Pro 40
Juicenet	Enel X	JuicePedestal 40
Juicenet	Enel X	JuiceBox 48 Hardwire
Juicenet	Enel X	JuicePedestal 48
Juicenet	Enel X	JuicePedestal 80
Kwev	ABB	Terra AC Wallbox
Kwev	EvoCharge	iEVSE
Kwev	EvoCharge	iEVSE Plus
Kwev	EvoCharge	EvoCharge L2 Wall 7.7 kW
Kwev	EvoCharge	EvoCharge L2 Pedestal 7.7 kW

Kwev	Kwev	KW7
Kwev	Kwev	KW11D
Kwev	PowerCharge	E20XXP L2 Single Port
Kwev	PowerCharge	E20XXP L2 Dual Port Pedestal (2 Single Ports)
Kwev	Tritium	RT50
Kwev	Tritium	RTM75
Kwev	Zerova	AW48
Kwev	Zerova	AX48
Kwev	Zerova	AX80
Livingston Energy Group	Livingston Energy Group	CP 203
Livingston Energy Group	Livingston Energy Group	CP 208
Loop	Loop	EV Flex
Loop	Loop	EV Flex Lite
Loop	Loop	EV Fleet
New Tech	Cyber Switching	CSE1-WIFI-BL
New Tech	Cyber Switching	CSE1-4G-BL
Xeal	Xeal	Xeal 32 Amp

DCFC

Charger Network	Manufacturer	Charger Type
Blink	Blink	60 kW Standard Power DCFC
Blink	Blink	120 kW High Power DCFC
Blink	Blink	160 kW High Power DCFC
Blink	Blink	200 kW High Power DCFC
Blink	Blink	300 kW High Power DCFC
Blink	Blink	360 kW High Power DCFC
ChargePoint	ChargePoint	Express CPE250 up to 62.5 kW or Paired Solution up to 125 kW

ChargePoint	ChargePoint	Express Plus up to 400 kW
ChargePoint	ChargePoint	CP6000 up to 19.2 kW
EV Connect	ABB	Terra DC Wallbox with CCS and CHAdeMO (24 kW) rated up to 920 VDC
EV Connect	ABB	Terra DC Wallbox with CCS only (24 kW) rated up to 920 VDC
EV Connect	ABB	Terra 54 CJ with CCS and CHAdeMO (50 kW) rated up to 500 VDC
EV Connect	ABB	Terra 54 C with CCS only (50 kW) rated up to 500 VDC
EV Connect	ABB	Terra 54 HV C with CCS only (50 kW) rated up to 920 VDC
EV Connect	ABB	Terra 175 CJ with CCS and CHAdeMO (175 kW) rated up to 920 VDC
EV Connect	ABB	Terra 175 C with CCS only (175 kW) rated up to 920 VDC
EV Connect	ABB	HVC-150 with 1 CCS dispenser (150 kW) rated up to 850 VDC
EV Connect	ABB	HVC-150 with 2 CCS dispensers (150 kW) rated up to 850 VDC
EV Connect	ABB	HVC-150 with 3 CCS dispensers (150 kW) rated up to 850 VDC
EV Connect	ABB	Terra 94 (90 kW) rated up to 920 VDC
EV Connect	ABB	Terra 124 (120kW) rated up to 920 VDC
EV Connect	ABB	Terra 184 (180 kW) rated up to 920 VDC
EV Connect	BTCPower	25 kW 480V L3S-50-480
EV Connect	BTCPower	50 kW 208V L3S-50-208
EV Connect	BTCPower	100 kW L3R-100-480
EV Connect	BTCPower	150 kW Power Cabinet HPCT-150-480
EV Connect	BTCPower	200 kW Power Cabinet HPCT-200-480
EV Connect	BTCPower	350 kW Power Cabinet HPCT-350-480
EV Connect	BTCPower	350 kW Dispenser HPCD1-350
EV Connect	FreeWire	Boost Charger
EV Connect	Phihong	MidCour or ICS AW 32
EV Connect	Phihong	MidCour or ICS DS60

EV Connect	Phihong	MidCour or ICS DS120
EV Connect	Rhombus	RES-DCVC60
EV Connect	Rhombus	RES-DCVC125
EV Connect	Rhombus	RES D2-CS20
EV Connect	Tritium	RT50 50 kW DCFC
EV Connect	Tritium	RTM 75
EV Connect	Tritium	PKM 150
EV Connect	Tritium	RT175 175 kW DCFC
EV Connect	Zerova	DS60
EV Connect	Zerova	DS120
EV Connect	Zerova	DS180
EV Gateway	ABB	Terra 124 (120kW) rated up to 920 VDC
EV Gateway	ABB	Terra 184 (180 kW) rated up to 920 VDC
EV Gateway	ADS-TEC	ChargeBox
EV Gateway	BTC Power	All Gen 3 and Gen 4 DC models
EV Gateway	Delta Electronics	DC Wallbox
EV Gateway	Efacec	QC models
EV Gateway	Efacec	HV 350
EV Gateway	EVBox	Troniq
EV Gateway	Flo	SmartDC
EV Gateway	FreeWire	Boost Charger
EV Gateway	Heliox	Flex models
EV Gateway	i-charging	Blueberry DC models
EV Gateway	IoTecha	60 kW DC dispensers
EV Gateway	LITEON	AC 32/40/48/80
EV Gateway	Paired Power	DC chargers

EV Gateway	Rhombus	RES-DCVC60
EV Gateway	Signet	DCFC models
EV Gateway	StarCharge	DC 30 kW
EV Gateway	Tellus Power	All DC models 60-360 kW
EV Gateway	Tritium	RTM 75
EV Gateway	Tritium	PKM 150
EV Gateway	Tritium	RT175 175 kW DCFC
EV Gateway	Zerova	DS60
EV Gateway	Zerova	DS120
EV Gateway	Zerova	DS180
EVgo	EVgo	Delta HP 350 kW
EVgo	EVgo	Delta City 100 kW
EVgo	EVgo	Signet HP 350 kW
EVokey	ABB	Terra DC Wallbox with CCS and CHAdeMO 24 kW 920 VDC
EVokey	ABB	Terra 54 C with CCS only (24 kW) rated up to 920 VDC
EVokey	ABB	Terra 54 C with CCS only (50 kW) rated up to 500 VDC
EVokey	ABB	Terra 54 HV C with CCS only (50 kW) rated up to 920 VDC
EVokey	ABB	Terra 54 CJ with CCS and CHAdeMO (50 kW) rated up to 500 VDC
EVokey	ABB	Terra 175 CJ with CCS and CHAdeMO (175 kW) rated up to 920 VDC
EVokey	ABB	Terra 175 C with CCS only (175 kW) rated up to 920 VDC
EVokey	ABB	HVC-150 with 1 CCS dispenser (150 kW) rated up to 850 VDC
EVokey	ABB	HVC-150 with 2 CCS dispensers (150 kW) rated up to 850 VDC
EVokey	ABB	HVC-150 with 3 CCS dispensers (150 kW) rated up to 850 VDC
EVokey	ABB	Terra 94 (90 kW) rated up to 920 VDC
EVokey	ABB	Terra 124 (120kW) rated up to 920 VDC

EVoce	ABB	Terra 184 (180 kW) rated up to 920 VDC
EVoce	Flo	SmartDC
Future EV	LITEON	LITEON
Juicenet	Enel X	JuicePump 50 kW
Juicenet	Enel X	JuicePump 75 kW
Juicenet	Enel X	JuicePump 100 kW
Juicenet	Enel X	JuicePump 150 kW
Juicenet	Enel X	JuicePump 175 kW
Juicenet	Enel X	JuicePump 200 kW
Juicenet	Enel X	JuicePump 350 kW
Kwev	ABB	Terra DC Wallbox with CCS and CHAdeMO (24kW) rated up to 920 VDC
Kwev	ABB	Terra 54 C with CCS only (24 kW) rated up to 920 VDC
Kwev	ABB	Terra 54 C with CCS only (50 kW) rated up to 500 VDC
Kwev	ABB	Terra 54 CJ with CCS and CHAdeMO (50 kW) rated up to 500 VDC
Kwev	ABB	Terra 54 HV C with CCS only (50 kW) rated up to 920 VDC
Kwev	ABB	Terra 94 (90 kW) rated up to 920 VDC
Kwev	ABB	Terra 124 (120kW) rated up to 920 VDC
Kwev	ABB	Terra 184 (180 kW) rated up to 920 VDC
Kwev	ABB	Terra 175 CJ with CCS and CHAdeMO (175 kW) rated up to 920 VDC
Kwev	ABB	HVC-150 with 1 CCS dispenser (150 kW) rated up to 850 VDC
Kwev	ABB	HVC-150 with 2 CCS dispensers (150 kW) rated up to 850 VDC
Kwev	ABB	HVC-150 with 3 CCS dispensers (150 kW) rated up to 850 VDC
Kwev	ABB	Terra 175 C with CCS only (175 kW) rated up to 920 VDC
Kwev	Tritium	RT 175
Kwev	Tritium	PKM 150

Kwev	Zerova	DS60
Kwev	Zerova	DS120
Kwev	Zerova	DS180
Livingston Energy Group	ABB	Terra DC Wallbox with CCS and CHAdeMO (24kW) rated up to 920 VDC
Livingston Energy Group	ABB	Terra 54 C with CCS only (24 kW) rated up to 920 VDC
Livingston Energy Group	ABB	Terra 54 C with CCS only (50 kW) rated up to 500 VDC
Livingston Energy Group	ABB	Terra 54 CJ with CCS and CHAdeMO (50 kW) rated up to 500 VDC
Livingston Energy Group	ABB	Terra 54 HV C with CCS only (50 kW) rated up to 920 VDC
Livingston Energy Group	ABB	Terra 94 (90 kW) rated up to 920 VDC
Livingston Energy Group	ABB	Terra 124 (120kW) rated up to 920 VDC
Livingston Energy Group	ABB	Terra 184 (180 kW) rated up to 920 VDC
Livingston Energy Group	ABB	Terra 175 CJ with CCS and CHAdeMO (175 kW) rated up to 920 VDC
Livingston Energy Group	ABB	HVC-150 with 1 CCS dispenser (150 kW) rated up to 850 VDC
Livingston Energy Group	ABB	HVC-150 with 2 CCS dispensers (150 kW) rated up to 850 VDC
Livingston Energy Group	ABB	HVC-150 with 3 CCS dispensers (150 kW) rated up to 850 VDC
Livingston Energy Group	ABB	Terra 175 C with CCS only (175 kW) rated up to 920 VDC
Livingston Energy Group	ABB	Terra 350 HP
Livingston Energy Group	ADS-TEC	StoraXe HPC
Livingston Energy Group	BTCPower	L3A-180-480
Livingston Energy Group	BTCPower	L3R-100-480
Livingston Energy Group	BTCPower	HPCD1-200
Livingston Energy Group	BTCPower	HPCD1-350
Livingston Energy Group	BTCPower	HPCT2-360-480

Livingston Energy Group	BTCPower	HPCT-200-480
Livingston Energy Group	Livingston Charge Port	LCP-ZDS60
Livingston Energy Group	Livingston Charge Port	LCP-ZDS120
Livingston Energy Group	Livingston Charge Port	LCP-ZDS180
Livingston Energy Group	Livingston Charge Port	LCP-ZDS30
Livingston Energy Group	Rhombus	RES-D3-CS20-V2G with 60 kW inverter
Livingston Energy Group	Rhombus	RES-D3-CS20 with 120 kW inverter
Livingston Energy Group	Rhombus	RES-D3-CS20-V2G with 125 kW inverter
Livingston Energy Group	Tritium	RTM75
Livingston Energy Group	Tritium	PKM150
Loop	Loop	EV Fast 50 kW output
Loop	Loop	EV Fast 75 kW output
Loop	Loop	EV Fast+ 100 kW output
Loop	Loop	EV Fast+ 150 kW output
Tesla	Tesla	V3 Supercharger
Tesla	Tesla	V4 Supercharger

IX. Appendix C: Application Terms & Conditions

Residential Terms and Conditions

Welcome to the JERSEY CENTRAL POWER & LIGHT COMPANY EV DRIVEN RESIDENTIAL INCENTIVE PROGRAM (“Program”²). By participating in the Program, you may be eligible to receive the incentives described in the “Jersey Central Power & Light Company EV Driven Customer Program Guide 2022-2026” (“**Customer Program Guide**”), which is incorporated herein by reference, and you will be subject to these Terms and Conditions (“**Terms**”). Any term not defined in these Terms has the meaning as defined in the Customer Program Guide. The Customer Program Guide, which can be found at

² The Program was approved by the New Jersey Board of Public Utilities (“BPU”) on June 8, 2022, in BPU Docket No. EO21030630.

www.jcp-l.com/evdriven, includes details regarding the current Program. To become a Participant (defined below) in the Program, you must submit an application to and have it accepted by Jersey Central Power & Light Company ("JCP&L").

- (1) **Binding Agreement.** By applying for the Program, you agree to comply with and be bound by these Terms. Failure to comply with these Terms may result in your disqualification from the Program. The decisions of JCP&L regarding your eligibility to participate are final and binding in all respects. JCP&L reserves the right in its sole discretion to disqualify any Participant (defined below) for, among other things: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating these Terms. **Any false information provided within the context of the Program by any Participant is a violation of these Terms and may result in the immediate disqualification of a Participant and forfeiture of any incentives.**
- (2) **About the Program.** Applicants whose applications to participate in the Program are accepted by JCP&L ("**Participant**", "**you**", and "**your**") and who fully comply with these Terms may receive the incentives set forth in Section II.1 "Residential Customer Sub-Program" of the Customer Program Guide. To receive the incentives, you must be accepted as a Participant by JCP&L and your participation must not be withdrawn or terminated.

Details of the Program, including incentives and Terms, are subject to change or cancellation without prior notice. Your continued participation in the Program thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. We will post the most current version of the Terms on our website www.jcp-l.com/evdriven and encourage you to check this site frequently.

JCP&L's ability to offer the Program is contingent on receiving certain approvals and acceptances from the New Jersey Board of Public Utilities ("**BPU**"). If such approvals and acceptances are withheld or withdrawn, or if the Program is declared unlawful, the Program will be terminated along with the incentives. In the event of such termination, JCP&L will provide notice at www.jcp-l.com/evdriven.

- (3) **Eligibility.** You may apply to become a Participant and participate in the Program if you meet the following eligibility criteria and do the following:
 - a) You must be at least 18 years of age.
 - b) You must provide a completed W-9 "Request for Taxpayer Identification Number and Certification" form.
 - c) You must reside at the address noted in the Program application within JCP&L's service territory.
 - d) You must have a JCP&L account for electric service at the address noted in the Program application.
 - e) Your JCP&L account for electric service must be in good standing with JCP&L (i.e., no outstanding arrearage balances).
 - f) You must purchase electric vehicle supply equipment ("**EVSE**"), meaning a Level 2 charger as set forth in Section VII - Appendix B of the Customer Program Guide, after July 15, 2022, and before the Program expires on December 31, 2026, or until the Program funds are exhausted,

whichever occurs first. Not all EVSEs qualify for a Program incentive. Check equipment eligibility within the Customer Program Guide or on the JCP&L website at www.jcp-l.com/evdriven.

- g) You must retain a copy of any documentation regarding the purchase and installation of the EVSE submitted to the Program, as well as documentation regarding submittal of a complete Program application. JCP&L will not be responsible for lost documentation.
 - h) All EVSE installations and Make-Ready costs must be incurred after the approval of the Program by the BPU.
 - i) EVSE installation must occur at the address noted in the Program application within JCP&L's service territory.
 - j) You must confirm that the installed EVSE meets all applicable building codes, zoning laws, local, state, and federal requirements and other relevant requirements, including, but not limited to, the requirements in JCP&L's BPU-approved Tariff. JCP&L assumes no responsibility for the performance of equipment installed by the customer.
 - k) EVSE purchased and installed after January 18, 2023 must meet the product specifications of the "Energy Star Program Requirements Product Specification for Electric Vehicle Supply Equipment" in accordance with N.J.S.A. 52:27D-141.21.
 - l) You are responsible for obtaining any applicable permits related to installing the EVSE.
 - m) You must certify to JCP&L that you have the right to install the EVSE on the property where the EVSE for which the incentive is being sought will be located, or you have otherwise obtained consent from the property owner or landlord to install the EVSE.
 - n) You must agree to share EVSE charging data with JCP&L and its agents for the four-year duration of the Program, any extensions of the Program authorized by the BPU, and for the duration of any substantially similar programs approved by the BPU.
 - o) You must maintain a continuous connection (Wi-Fi or cellular) between your EVSE and JCP&L's data collection site.
 - p) You must assist JCP&L support personnel in troubleshooting and resolving connectivity, firmware, and other EVSE-related issues.
 - q) You agree to any additional eligibility requirements set forth in the Customer Program Guide.
- (4) **Application Process.** JCP&L provides an online application portal allowing you to apply online and providing you with access to check your application status. JCP&L's online application for the Program can be found at the following link: <https://enrollmentportal.honeywell.com?util=JCP1>. A PDF version of the application can also be provided to applicants upon request. JCP&L's "Description of the Application Process" can be found in Section IV of the Customer Program Guide located at www.jcp-l.com/evdriven. You represent and warrant that the information you provide to JCP&L while applying for and during the course of the Program is accurate and complete, and you agree to promptly notify JCP&L if any information you provided during your application for the Program has changed.

- (5) **Application Consent by Participant.** By submitting an application to enroll as a Participant, you authorize JCP&L to: 1) collect and exchange data related to your identity, your JCP&L account, your electric bill, and operational data about electric vehicle charging service equipment (“EVSE”) including the number of charging events, time and date, number of unique electric vehicles (“EV”) connected, total kilowatt-hours dispensed, average kilowatt-hours per charging event and average duration of charging events (collectively, “Program Data”), solely for the purposes of determining your eligibility for the Program and operating the Program; 2) review and analyze all of your Program Data for the purposes of JCP&L fulfilling their obligations under the Program and applicable law, improving the Program and as otherwise permitted by applicable law, to draw conclusions from the Program Data, and to publish results based on those conclusions, provided that JCP&L treats all such Program Data as Confidential Information. “Confidential Information” means individual propriety information protected from disclosure without customer consent under N.J.S.A. 48:3-85, including a customer’s name, address, telephone number, energy usage, and electric power payment history; 3) summarize the results of the Program in publicly-available studies, provided that any Program Data included in such studies will be anonymous such that you are not individually identifiable; 4) perform any Utility Make-Ready Work needed for EVSE installation.
- (6) **Disbursement of Incentives.** Disbursement of incentives by JCP&L is subject to:
- (a) Participant’s submission and JCP&L’s validation of final documentation, including complete application and proof of paid invoices for Utility or Customer Make-Ready work and EVSE;
 - (b) Participant complying with EVSE accessibility and data sharing requirements as described in Section V of the Customer Program Guide;
 - (c) Confirmation of EVSE accessibility and data sharing requirements by the Program Team³; and
 - (d) Incentives may be disbursed only to the individual whose name appears on the JCP&L service account at the address at which the EVSE is installed.
- (7) **Property Rights.** Participant certifies to JCP&L that Participant has the right to install the EVSE on the property where the EVSE for which a Program incentive is being sought is located or has otherwise obtained consent from the property owner or landlord to install the EVSE.
- (8) **Verification and Access.** JCP&L reserves the right to review EVSE installations and to have reasonable access to Participant's residence so that its Program Team can inspect and verify installation and confirm that the EVSE accessibility and data requirements have been met. During the term of the Program, you agree to provide reasonable access to JCP&L’s Program Team at your residence during normal business hours for such verification purposes.
- (9) **Information Release.** Participant may be contacted by JCP&L to provide feedback regarding the

² The Program Team consists of the FirstEnergy employees and third-party vendors who are responsible for the implementation of the Jersey Central Power & Light Company EV Driven Program.

Program, and if so, contacted Participant agrees to provide such feedback to JCP&L. Participant agrees that JCP&L may include in reports filed with the BPU or other applicable regulatory or legal authority, certain information obtained by JCP&L from Participant, including but not limited to Participant's name, JCP&L services provided, and Program Data.

- (10) **Tax Liability.** JCP&L will not be responsible for any tax liability that may be imposed on Participant as a result of the Program incentive. Please contact a tax advisor for more information.
- (11) **Indemnification.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP JCP&L INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, AND EXPENSES THAT ARISE FROM OR ARE RELATED TO ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU AND/OR TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD JCP&L HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PROGRAM AND/OR USE OR ACCEPTANCE OF ANY INCENTIVE OTHER THAN FOR: (1) DEATH OR PERSONAL INJURY ARISING AS A RESULT OF JCP&L'S NEGLIGENCE OR BREACH OF CONTRACT; OR (2) JCP&L'S FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. JCP&L HAS NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH A PARTICIPANT'S PARTICIPATION IN THE PROGRAM.
- (12) **Limitation of Liability.** JCP&L's liability is limited to pay Participant Program incentives if all the Terms for such incentives are met by Participant. JCP&L reserves the right to refuse payment of a Program incentive if Participant fails to first submit to JCP&L a complete and accurate application. JCP&L IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES RELATED TO SAFETY, HEALTH, OR WELL-BEING, OR FOR ANY CLAIMS OR DAMAGES IN TORT CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THE PROGRAM. JCP&L IS NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PROGRAM APPLICATION INFORMATION, AND ASSUMES NO RESPONSIBILITY FOR: (A) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PROGRAM MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY INCENTIVE; (B) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE; (C) FAILURE OF ANY APPLICATION TO BE RECEIVED BY JCP&L DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE; (D) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES; (E) DAMAGE TO ANY COMPUTER OR DEVICE (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PROGRAM; (F) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PROGRAM APPLICATION INFORMATION; (G) APPLICATIONS WHICH ARE LATE OR LOST; OR (H) ANY LOSS OF INCOME DUE TO EVSE CONTROL. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM.

- (13) **Disclaimer of Warranties.** JCP&L does not warrant the proper completion of work or performance of installed EVSE or Make-Ready equipment, expressly or implicitly. JCP&L MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EVSE OR THE MAKE-READY EQUIPMENT UNDER THE PROGRAM. Participant must contact the installation contractor or product manufacturer for details regarding product performance and warranties.
- (14) **Endorsement.** JCP&L does not endorse any particular manufacturer, product (as set forth in Section VIII – Appendix B of the Customer Program Guide), system design or contractor in offering the Program.
- (15) **Governing Law; Arbitration.** This Program is governed by the laws of the State of New Jersey without regard to its applicable principles of conflicts of law. If you and JCP&L do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding individual arbitration governed by the Federal Arbitration Act (“FAA”). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved on an individual basis before a neutral arbitrator, whose decision will be final, except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator’s award.
- (16) **No Class Action Procedure.** Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration is not permitted under any circumstance. You and JCP&L agree that, by entering into these Terms, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from these Terms, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action Procedure provisions above, the federal court located in Newark, New Jersey shall have the sole and exclusive jurisdiction to hear and determine the issue.
- (17) **Facsimile/Scanned.** Facsimile transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original signed document. Scanned original documents, whether signed in ink or by digital or other electronic signature, transmitted to JCP&L as an attachment via electronic mail shall be the same as delivery of an original signed document.
- (18) **Miscellaneous.** If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. JCP&L’s failure to enforce any term of these Terms shall not constitute a waiver of that provision. These Terms will be binding on JCP&L and its successors and assigns, and Participant. Participant may not

assign these Terms without the written consent of JCP&L, whereas JCP&L may assign these Terms to any third party without Participant’s written consent. JCP&L is not responsible for the policies, actions, or inactions of others that might prevent Participant from entering, participating, or claiming an incentive.

By acknowledging this document, Participant represents that Participant is eligible for the Program and has read and understands the Terms above. Participant agrees to such Terms and the guidelines set forth in the Customer Program Guide, and Participant certifies that the information provided in the application for the Program is true and correct.

Commercial Terms and Conditions

Mixed-Use Commercial and DCFC Public Charging Terms and Conditions

Welcome to the JERSEY CENTRAL POWER & LIGHT COMPANY EV DRIVEN MIXED-USE COMMERCIAL and DCFC PUBLIC CHARGING INCENTIVE PROGRAMS (“Program(s)”⁴). By participating in the Program(s), you may be eligible to receive the incentives described in the “Jersey Central Power & Light Company EV Driven Customer Program Guide 2022-2026” (“**Customer Program Guide**”), which is incorporated herein by reference, and you will be subject to these Terms and Conditions (“**Terms**”). Any term not defined in these Terms has the meaning as defined in the Customer Program Guide. The Customer Program Guide, which can be found at www.jcp-l.com/evdriven, includes details regarding the current Program(s). To become a Participant (defined below) in the Program(s), you must submit an application to and have it accepted by Jersey Central Power & Light Company (“**JCP&L**”).

- (1) Binding Agreement.** By applying for the Program(s), you agree to comply with and be bound by these Terms. Failure to comply with these Terms may result in your disqualification from the Program(s). The decisions of JCP&L regarding your eligibility to participate are final and binding in all respects. JCP&L reserves the right in its sole discretion to disqualify any Participant (defined below) for, among other things: (1) tampering or attempting to tamper with the operation of the Program(s); or (2) violating these Terms. **Any false information provided within the context of the Program(s) by any Participant is a violation of these Terms and may result in the immediate disqualification of a Participant and forfeiture of any incentives.**
- (2) About the Program(s).** Applicants whose applications to participate in the Program(s) are accepted by JCP&L (“**Participant**”, “**you**”, and “**your**”) and who fully comply with these Terms may receive the incentives set forth in Section II.2 “Mixed Use Commercial Sub-Program” and/or Section II.3 “DCFC Public Charging Sub-Program” of the Customer Program Guide. To receive the incentives, you must be accepted as a Participant by JCP&L and your participation must not be withdrawn or terminated.

⁴ The Program(s) were approved by the New Jersey Board of Public Utilities (“BPU”) on June 8, 2022, in BPU Docket No. EO21030630.

Details of the Program(s), including incentives and Terms, are subject to change or cancellation without prior notice. Your continued participation in the Program(s) thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. We will post the most current version of the Terms on our website www.jcp-l.com/evdriven and encourage you to check this site frequently.

JCP&L's ability to offer the Program(s) is contingent on receiving certain approvals and acceptances from the New Jersey Board of Public Utilities ("BPU"). If such approvals and acceptances are withheld or withdrawn, or if the Program(s) are declared unlawful, the Program(s) will be terminated along with the incentives. In the event of such termination, JCP&L will provide notice at www.jcp-l.com/evdriven.

(3) **Eligibility: Mixed-Use Commercial Sub-Program.** You may apply to become a Participant and participate in the Mixed-Use Commercial Sub-Program if you meet the following eligibility criteria and do the following:

- a) You must be at least 18 years of age.
- b) You must provide a completed W-9 "Request for Taxpayer Identification Number and Certification" form.
- c) You must be a JCP&L commercial electric service customer that owns and/or operates the public, workplace, or multifamily property noted in the Program(s) application located within JCP&L's service territory.
- d) You must have a JCP&L account for commercial electric service at the public, workplace, or multifamily property noted in the Program(s) application located within JCP&L's electric service territory where the electric vehicle supply equipment ("EVSE") is being installed.
- e) Your JCP&L account for commercial electric service must be in good standing with JCP&L (i.e., no outstanding arrearage balances).
- f) You must purchase EVSE, meaning either a Level 2 charger or DCFC smart electric vehicle ("EV") charger as set forth in Section VII - Appendix B of the Customer Program Guide, after July 15, 2022, and before the Program expires on December 31, 2026, or until the Program funds are exhausted, whichever occurs first. Not all EVSEs qualify for a Program incentive. Check equipment eligibility within the Customer Program Guide or on the JCP&L website at www.jcp-l.com/evdriven.
- g) You must retain a copy of any documentation regarding the purchase and installation of the EVSE submitted to the Program, as well as documentation regarding submittal of a complete Program application. JCP&L will not be responsible for lost documentation.
- h) EVSE installation must occur at the public, workplace, or multifamily property noted in the Program(s) application located within JCP&L's service territory.
- i) All EVSE installations and Make-Ready costs must be incurred after the approval of the Program by the BPU.
- j) You must confirm that the installed EVSE meets all applicable building codes, zoning laws, local, state, and federal requirements and other relevant requirements, including, but not

limited to, the requirements in JCP&L's BPU-approved Tariff. JCP&L assumes no responsibility for the performance of equipment installed by the customer.

- k) EVSE purchased and installed after January 18, 2023 must meet the product specifications of the "Energy Star Program Requirements Product Specification for Electric Vehicle Supply Equipment" in accordance with N.J.S.A. 52:27D-141.21.
 - l) You are responsible for obtaining any applicable permits related to installing the EVSE.
 - m) You must certify to JCP&L that you have the right to install the EVSE on the property where the EVSE for which the incentive is being sought will be located, or you have otherwise obtained consent from the property owner or landlord to install the EVSE.
 - n) No single Participant in a site ownership capacity will account for more than fifty percent (50%) of total Program(s) budget for all of the entity's locations in both the Mixed-Use Commercial Sub-Program and the DCFC Public Charging Sub-Program.
 - o) Participant must report to JCP&L any fees that EV drivers pay to use the installed EVSE.
 - p) You must agree to share EVSE charging data with JCP&L and its agents for the four-year duration of the Program, any extensions of the Program authorized by the BPU, and for the duration of any substantially similar programs approved by the BPU.
 - q) You must maintain a continuous connection (Wi-Fi or cellular) between your EVSE and JCP&L data collection site.
 - r) You must assist JCP&L support personnel in troubleshooting and resolving connectivity, firmware, and other EVSE-related issues.
 - s) You agree to any additional eligibility requirements set forth in the Customer Program Guide.
- (4) **Eligibility: DCFC Public Charging Sub-Program.** You may apply to become a Participant and participate in the DCFC Public Charging Sub-Program if you meet the following eligibility criteria and do the following:
- a) You must be at least 18 years of age.
 - b) You must provide a completed W-9 "Request for Taxpayer Identification Number and Certification" form.
 - c) You must be a JCP&L electric service customer that owns and/or operates the public property noted in the Program(s) application located within JCP&L's service territory.
 - d) You must have a JCP&L account for electric service at the public property noted in the Program(s) application located within JCP&L's electric service territory where EVSE is being installed.
 - e) Your JCP&L account for commercial electric service must be in good standing with JCP&L (i.e., no outstanding arrearage balances).
 - f) You must purchase EVSE, meaning either a Level 2 charger or DCFC smart EV charger as set forth in Section VII - Appendix B of the Customer Program Guide, after July 15, 2022, and before the Program(s) expires on December 31, 2026, or until the Program(s) funds are exhausted, whichever occurs first. Not all EVSEs qualify for a Program incentive. Check equipment eligibility within the Customer Program Guide or on the JCP&L website at www.jcp-l.com/evdriven.

- g) You must retain a copy of any documentation regarding the purchase and installation of the EVSE submitted to the Program(s), as well as documentation regarding submittal of a complete Program(s) application. JCP&L will not be responsible for lost documentation.
 - h) Your EVSE installation must occur at the public property noted in the Program(s) application located within JCP&L's service territory.
 - i) All EVSE installations and Make-Ready costs must be incurred after the approval of the Program(s) by the BPU.
 - j) You must confirm that the installed EVSE meets all applicable building codes, zoning laws, local, state, and federal requirements and other relevant requirements, including, but not limited to, the requirements in JCP&L's BPU-approved Tariff. JCP&L assumes no responsibility for the performance of equipment installed by the customer.
 - k) You are responsible for obtaining any applicable permits related to installing the EVSE.
 - l) You must certify to JCP&L that you have the right to install the EVSE on the public property where the EVSE for which the incentive is being sought will be located, or you have otherwise obtained consent from the property owner or landlord to install the EVSE.
 - m) No single Participant in a site ownership capacity will account for more than fifty percent (50%) of total Program(s) budget for all of the entity's locations in both the Mixed-Use Commercial Sub-Program and the DCFC Public Charging Sub-Program.
 - n) Participant must report to JCP&L any fees that EV drivers pay to use the installed EVSE.
 - o) You must agree to share EVSE charging data with JCP&L and its agents for the four-year duration of the Program, any extensions of the Program authorized by the BPU, and for the duration of any substantially similar programs approved by the BPU.
 - p) You must maintain a continuous connection (Wi-Fi or cellular) between your EVSE and JCP&L data collection site.
 - q) You must assist JCP&L support personnel in troubleshooting and resolving connectivity, firmware, and other EVSE-related issues.
 - r) You agree to any additional eligibility requirements set forth in the Customer Program Guide.
- (5) **Application Process.** JCP&L provides an online application portal allowing you to apply online and providing you with access to check your application status. JCP&L's online application for the Program(s) can be found at the following link: <https://enrollmentportal.honeywell.com?util=JCP1>. A PDF version of the application can also be provided to applicants upon request. JCP&L's "Description of the Application Process" can be found in Section IV of the Customer Program Guide located at www.jcp-l.com/evdriven. You represent and warrant that the information you provide to JCP&L while applying for and during the course of the Program(s) is accurate and complete, and you agree to promptly notify JCP&L if any information you provided during your application for the Program(s) has changed.
- (6) **Application Consent by Participant.** By submitting an application to enroll as a Participant, you authorize JCP&L to: 1) collect and exchange data related to your identity, your JCP&L account, your electric bill, and operational data about EVSE including the number of charging events,

time and date, number of unique EVs connected, total kilowatt-hours dispensed, average kilowatt-hours per charging event and average duration of charging events (collectively, “**Program Data**”), solely for the purposes of determining your eligibility for the Program(s) and operating the Program(s); 2) review and analyze all of your Program Data for the purposes of JCP&L fulfilling their obligations under the Program(s) and applicable law, improving the Program(s) and as otherwise permitted by applicable law, to draw conclusions from the Program Data, and to publish results based on those conclusions, provided that JCP&L treats all such Program Data as Confidential Information. “Confidential Information” means individual proprietary information protected from disclosure without customer consent under N.J.S.A. 48:3-85, including a customer’s name, address, telephone number, energy usage, and electric power payment history; 3) summarize the results of the Program(s) in publicly-available studies, provided that any Program Data included in such studies will be anonymous such that you are not individually identifiable; 4) perform any Utility Make-Ready Work needed for EVSE installation.

- (7) **Disbursement of Incentives**. Disbursement of incentives by JCP&L is subject to:
- (a) Participant’s submission and JCP&L’s validation of final documentation, including complete application and proof of paid invoices for Utility or Customer Make-Ready work and EVSE;
 - (b) Participant complying with EVSE accessibility and data sharing requirements as described in Section V of the Customer Program Guide;
 - (c) Confirmation of EVSE accessibility and data sharing requirements by the Program Team (f.n. 2); and
 - (d) Incentives may be disbursed only to the individual whose name appears on the JCP&L service account at the address at which the EVSE is installed.
- (8) **Property Rights**. Participant certifies to JCP&L that Participant has the right to install the EVSE on the property where the EVSE for which a Program(s) incentive is being sought is located or has otherwise obtained consent from the property owner or landlord to install the EVSE.
- (9) **Verification and Access** JCP&L reserves the right to review EVSE installations and to have reasonable access to Participant's residence so that its Program Team can inspect and verify installation and confirm that the EVSE accessibility and data requirements have been met. During the term of the Program(s), you agree to provide reasonable access to JCP&L’s Program Team at the public, workplace, or multifamily property during normal business hours for such verification purposes.
- (10) **Information Release**. Participant may be contacted by JCP&L to provide feedback regarding the Program(s), and if so, contacted Participant agrees to provide such feedback to JCP&L. Participant agrees that JCP&L may include in reports filed with the BPU or other applicable regulatory or legal authority, certain information obtained by JCP&L from Participant, including but not limited to Participant's name, JCP&L services provided, and Program Data.
- (11) **Tax Liability**. JCP&L will not be responsible for any tax liability that may be imposed on the

Participant as a result of the Program(s) incentive. Please contact a tax advisor for more information.

(12) **Indemnification.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP JCP&L INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, AND EXPENSES THAT ARISE FROM OR ARE RELATED TO ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU AND/OR TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD JCP&L HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PROGRAM(S) AND/OR USE OR ACCEPTANCE OF ANY INCENTIVE OTHER THAN FOR: (1) DEATH OR PERSONAL INJURY ARISING AS A RESULT OF JCP&L'S NEGLIGENCE OR BREACH OF CONTRACT; OR (2) JCP&L'S FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. JCP&L HAS NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH A PARTICIPANT'S PARTICIPATION IN THE PROGRAM(S).

(13) **Limitation of Liability.** JCP&L's liability is limited to pay Participant Program(s) incentives if all the Terms for such incentives are met by Participant. JCP&L reserves the right to refuse payment of a Program(s) incentive if Participant fails to first submit to JCP&L a complete and accurate application. JCP&L IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES RELATED TO SAFETY, HEALTH, OR WELL-BEING, OR FOR ANY CLAIMS OR DAMAGES IN TORT CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THE PROGRAM(S). JCP&L IS NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PROGRAM(S) APPLICATION INFORMATION, AND ASSUMES NO RESPONSIBILITY FOR: (A) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PROGRAM(S) MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY INCENTIVE; (B) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE; (C) FAILURE OF ANY APPLICATION TO BE RECEIVED BY JCP&L DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE; (D) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES; (E) DAMAGE TO ANY COMPUTER OR DEVICE (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PROGRAM(S); (F) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PROGRAM(S) APPLICATION INFORMATION; (G) APPLICATIONS WHICH ARE LATE OR LOST; OR (H) ANY LOSS OF INCOME DUE TO EVSE CONTROL. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM(S).

(14) **Disclaimer of Warranties.** JCP&L does not warrant the proper completion of work or performance of installed EVSE or Make-Ready equipment, expressly or implicitly. JCP&L MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EVSE OR THE

MAKE-READY EQUIPMENT UNDER THE PROGRAM(S). Participant must contact the installation contractor or product manufacturer for details regarding product performance and warranties.

- (15) **Endorsement.** JCP&L does not endorse any particular manufacturer, product (as set forth in Section VIII – Appendix B of the Customer Program Guide), system design or contractor in offering the Program.
- (16) **Governing Law; Arbitration.** The Program(s) are governed by the laws of the State of New Jersey without regard to its applicable principles of conflicts of law. If you and JCP&L do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding individual arbitration governed by the Federal Arbitration Act (“FAA”). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved on an individual basis before a neutral arbitrator, whose decision will be final, except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator’s award.
- (17) **No Class Action Procedure.** Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration is not permitted under any circumstance. You and JCP&L agree that, by entering into these Terms, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from these Terms, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action Procedure provisions above, the federal court located in Newark, New Jersey shall have the sole and exclusive jurisdiction to hear and determine the issue.
- (18) **Facsimile/Scanned.** Facsimile transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original signed document. Scanned original documents, whether signed in ink or by digital or other electronic signature, transmitted to JCP&L as an attachment via electronic mail shall be the same as delivery of an original signed document.
- (19) **Miscellaneous.** If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. JCP&L’s failure to enforce any term of these Terms shall not constitute a waiver of that provision. These Terms will be binding on JCP&L and its successors and assigns, and Participant. Participant may not assign these Terms without the written consent of JCP&L, whereas JCP&L may assign these Terms to any third party without Participant’s written consent. JCP&L is not responsible for the policies, actions, or inactions of others that might prevent Participant from entering, participating, or claiming an incentive.

(20)**Protection of Personally Identifiable Information (“PII”).** Participant acknowledges that it may hold personally identifiable information (“PII”) of individuals that utilize EVSE offered by the Participant. Participant shall maintain and monitor a comprehensive information security program that complies with all applicable laws and regulations and that includes appropriate security measures adequate to: (i) ensure the security and confidentiality of all PII in the Participant’s possession; (ii) protect against anticipated threats or hazards to the security and integrity of PII in the Participant’s possession; and (iii) protect against the loss of or unauthorized access to PII in the Participant’s possession or compromise the security, integrity, or confidentiality of a process, function, or data on any third party system.

By acknowledging this document, Participant represents that Participant is eligible for the Program(s) and has read and understands the Terms above. Participant agrees to such Terms and the guidelines set forth in the Customer Program Guide, and Participant certifies that the information provided in the application for the Program(s) is true and correct.